

SUBAWARD AGREEMENT

EMERGENCY RENTAL ASSISTANCE - AMERICAN RESCUE PLAN ACT OF 2021

THIS SUBAWARD AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NORTHEAST DENVER HOUSING CENTER, INC.**, a Colorado nonprofit corporation, whose address is 1735 Gaylord Street, Denver, Colorado 80206 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

RECITALS

WHEREAS, the City has been allocated funds under the Emergency Rental Assistance (“ERA2”) program from the United States Department of the Treasury, pursuant to Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 1117-2, to be used to provide emergency rental assistance; and

WHEREAS, the Subrecipient agrees to provide financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, to eligible households through existing or newly created rental assistance programs to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. COORDINATION AND LIAISON: The Subrecipient shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.

2. GRANT AWARD: This Agreement is funded by, subject to, and entered into pursuant to the authority provided by Section 3201 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”), and is subject to the applicable annual appropriations act; the Emergency Rental Assistance program, as now in effect and as may be amended; and all applicable federal laws, regulations, program guidance, and policies, and any special conditions attached hereto as exhibits to this Agreement. The Subrecipient agrees that it shall be bound by the terms and conditions of the grant agreement and award from the United States Department of the Treasury to the City, attached hereto and incorporated herein as **Exhibit C**, and such other rules, regulations, or requirements as the United States Department of the Treasury, or any other federal or state entity that may legally exercise its jurisdiction over the awarded funds, may reasonably impose. The Subrecipient acknowledges and agrees that this Agreement is contingent upon an allocation and receipt of

ERA2 funds from United States Department of the Treasury, and the authorization given to the City to use a portion of its allocation in the amount set forth in this Agreement to reimburse the Subrecipient for the provision of its services under this Agreement. The Subrecipient's failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Subrecipient pursuant to the terms hereof.

3. SERVICES TO BE PERFORMED: As the Director directs, the Subrecipient shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City's satisfaction. The Subrecipient is ready, willing, and able to provide the services required by this Agreement. The Subrecipient shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement. The Subrecipient agrees to follow the City's referral policies, including adherence to rules addressing services to clients who are denied due to ineligibility. All records, data, specifications, and documentation prepared by the Subrecipient under this Agreement, when delivered to and accepted by the Director, shall become the property of the City.

4. TERM: The Agreement will commence on January 1, 2023, and will expire, unless sooner terminated, on December 31, 2023 (the "Term"). Subject to the Director's prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. COMPENSATION AND PAYMENT

5.1. Budget: The City shall pay, and the Subrecipient shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Subrecipient certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Subrecipient that are not specifically authorized by this Agreement.

5.2. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All the Subrecipient's expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Subrecipient for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Subrecipient in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

5.3. Invoicing: The Subrecipient shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Subrecipient's monthly invoices and any City required budget documents or reports. The Subrecipient's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Subrecipient's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Subrecipient on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

5.4. Timesheets: If applicable, timesheets must reflect the amount of time, as directed by the City, attributable to each activity performed under this Agreement. The Subrecipient must not allocate costs billed to this Agreement to another federal award unless the City notifies the Subrecipient in writing that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.

5.5. Maximum Contract Amount

5.5.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million One Hundred Seventy-Five Thousand Dollars and NO/100 (\$2,175,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Subrecipient beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement.

5.5.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and

encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. PROGRAM RESTRICTIONS

6.1. Funding Contingency: If federal funds or non-City funds constitute all or some of the funding under this Agreement, the City's obligation to pay the Subrecipient shall be contingent upon such non-City funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from non-City grant funds, and the City's liability for such payments shall be limited to the amount remaining of such grant funds. If state, federal, or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City will, however, pay for services and goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest.

6.2. Recovery of Incorrect Payments: If, because of any audit or program review relating to the performance of the Subrecipient or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Subrecipient will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Subrecipient obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Subrecipient shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits the Subrecipient's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the federal government of the United States, the State of Colorado, or the City in accordance with applicable federal laws, state, and local laws. The closeout of a federal award does not affect the right of the federal agency, the State of Colorado, or the City to disallow costs and recover funds because of a later audit or other review.

6.3. Matching Funds: As may be required by federal, state, or local law, the Subrecipient shall provide eligible matching funds or in-kind contributions as provided in **Exhibit A**. Prior to using federal funds as a source of matching funds, the Subrecipient shall require approval from the City and the applicable awarding agency. The Subrecipient shall report in writing to the City all contributions

to be applied toward any non-federal match required under this Agreement (“Match Report(s)”). Match Reports shall be submitted every four (4) months from the Term start date and attached to that month’s invoice. The Subrecipient shall be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City and provide documentation that supports the match consistent with the federal guidelines found in 24 C.F.R. 578, *et seq.* Such contributions shall be recorded on a Match Report and submitted to the City and shall be available along with back up documentation for review at the request of the City. Match Reports shall list all contributions provided by the Subrecipient toward the match requirement and shall list the total amount of contributions made as of the date of the Match Report. The City reserves the right to withhold, adjust and/or reallocate final payments under this Agreement if it determines that the required match is not being met to the City’s satisfaction or the current spending is inconsistent with amounts of non-federal match contributions. The Subrecipient’s Match Report shall be certified to be correct by an authorized representative of the Subrecipient and shall reference the Agreement number as designated below on the City’s signature page.

6.4. Closeout Procedures: The Subrecipient shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. To complete closeout, the Subrecipient shall timely provide the City with all deliverables, including documentation, and the Subrecipient final reimbursement request or invoice.

6.5. Client Records: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except upon written consent of the client, their attorney, or guardian.

6.6. Pass-Through Provisions Required: If the Subrecipient enters into any subcontracts or subgrants with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Subrecipient shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Subrecipient retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.

6.7. Grievance Policy: The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Subrecipient. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Subrecipient. To satisfy this requirement, the Subrecipient agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for

the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Subrecipient agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Director for approval at the City’s discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

6.8. Political Activity: The Subrecipient agrees that political activities are prohibited under this Agreement and further agrees that no funds paid by the City hereunder will be used to provide transportation to polling places or to provide any other services in connection with elections or political activities.

6.9. Non-Discrimination: The Subrecipient agrees to comply with all federal and state statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, Pub. L. 88-352, which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 and 1685- 1686, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1974, 42 U.S.C. §§ 6101-6107, which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912, 42 U.S.C. 290, *et seq.*, relating to confidentiality of alcohol and drug abuse patient records; Executive Order 11246; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, relating to nondiscrimination of protected veterans; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601, *et seq.*, relating to nondiscrimination in the sale, rental or financing of housing; all regulations and administrative rules established pursuant to the foregoing laws; any additional nondiscrimination provision in any specific statute applicable to any federal or state funding for this Agreement; and the requirements of any other nondiscrimination statutes which may apply.

6.10. Title VI of the Civil Rights Act of 1964: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national

origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement

7. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Subrecipient's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Subrecipient shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Subrecipient to make disclosures in violation of state or federal privacy laws. The Subrecipient shall at all times comply with D.R.M.C. 20-276.

8. **REPORTS**: The Subrecipient shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City. Reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Subrecipient shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or any relevant federal agency may impose penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

9. **PERFORMANCE MONITORING/INSPECTION**: The Subrecipient shall permit the Director to monitor and review the Subrecipient's performance under this Agreement. The Subrecipient shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format,

used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Subrecipient in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Subrecipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the City, the Subrecipient's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, the City may withhold part or all payments under this Agreement until such deficiencies have been remedied. In the event of a withheld payment, the City agrees to notify the Subrecipient of the deficiencies that must be corrected to bring about the release of the withheld payment.

10. STATUS OF SUBRECIPIENT: The Subrecipient, as defined in 2 C.F.R. Part 200, *et seq.*, is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Subrecipient nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Any reference in this Agreement to "subcontractors" shall also mean subgrantees or third parties performing hereunder.

11. TERMINATION

11.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Subrecipient. However, nothing gives the Subrecipient the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

11.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Subrecipient or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subrecipient's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

11.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Subrecipient.

11.4. Upon termination of the Agreement, with or without cause, the Subrecipient shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

11.5. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Subrecipient's possession, custody, or control by whatever method the City deems expedient. The Subrecipient shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Subrecipient shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

11.6. If the funding agreement between the City and the applicable state or federal funding entity is terminated for any reason, the total amount of compensation to be paid to the Subrecipient under this Agreement shall be reduced effective as of the date of termination of the funding agreement.

12. REMEDIES FOR NONCOMPLIANCE: If the Subrecipient does not correct an identified default within the specified timeframe, then the City may impose any or all the following remedial actions, in addition to all other remedial actions authorized by law:

12.1. Withhold any or all payments to the Subrecipient, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default;

12.2. Deny all requests for payment and/or demand reimbursement from the Subrecipient of all payments previously made to the Subrecipient for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Subrecipient, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

12.3. Deny in whole or in part any application or proposal from the Subrecipient for funding of the Program for a subsequent program year regardless of source of funds;

12.4. Reduce any application or proposal from the Subrecipient for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

12.5. Refuse to award the Subrecipient, in whole or in part, all additional funds for expanded or additional services under the Program;

12.6. Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for the Subrecipient;

12.7. Modify, suspend, remove, or terminate the Agreement, in whole or in part. If

the Agreement, or any portion thereof, is modified, suspended, removed, or terminated, the Subrecipient shall cooperate with the City in the transfer of the services as reasonably designated by the City; and/or

12.8. If this Agreement is terminated as a result of a default by the Subrecipient, the City may procure, upon such terms and conditions as the City deems appropriate, services similar to those terminated, and the Subrecipient shall be liable to the City for any damages arising from obtaining similar services.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Subrecipient. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

14. INSURANCE

14.1. General Conditions: The Subrecipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Subrecipient shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Subrecipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Subrecipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Subrecipient. The Subrecipient shall maintain, at its own expense,

any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

14.2. Proof of Insurance: The Subrecipient may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Subrecipient certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Subrecipient's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

14.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Subrecipient and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

14.4. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Subrecipient's insurer shall waive subrogation rights against the City.

14.5. Subcontractors and Subconsultants: The Subrecipient shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Subrecipient and appropriate to their respective primary business risks considering the nature and scope of services provided.

14.6. Workers' Compensation and Employer's Liability Insurance: The Subrecipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

14.7. Commercial General Liability: The Subrecipient shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and

\$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

14.8. Automobile Liability: The Subrecipient shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

15. DEFENSE AND INDEMNIFICATION

15.1. The Subrecipient agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Subrecipient or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

15.2. The Subrecipient’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Subrecipient’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

15.3. The Subrecipient shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

15.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Subrecipient under the terms of this indemnification obligation. The Subrecipient is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

15.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. **COLORADO GOVERNMENTAL IMMUNITY ACT**: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

17. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Subrecipient shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.

18. **ASSIGNMENT; SUBCONTRACTING**: The Subrecipient shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Subrecipient shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

19. **INUREMENT**: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

20. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Subrecipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

21. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Subrecipient lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

22. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any

provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

23. CONFLICT OF INTEREST

23.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Subrecipient shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

23.2. The Subrecipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Subrecipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Subrecipient by placing the Subrecipient's own interests, or the interests of any party with whom the Subrecipient has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Subrecipient written notice describing the conflict.

24. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Subrecipient at the address aforementioned and to the City at the addresses below:

Chief Housing Officer, Department of Housing Stability
201 W. Colfax Ave., 6th Floor
Denver, CO 80202

With a copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to

be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

25. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT

25.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

25.2. The Subrecipient certifies that:

25.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

25.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

25.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

25.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

25.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Subrecipient shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

25.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

25.3. The Subrecipient is liable for any violations as provided in the Certification Ordinance. If the Subrecipient violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Subrecipient from submitting bids or proposals for future contracts with the City.

26. DISPUTES: All disputes between the City and the Subrecipient arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

27. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

28. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Subrecipient may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.

29. NO DISCRIMINATION IN PROGRAM ASSISTANCE: In connection with the performance of work under the Agreement, the Subrecipient may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental

status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.

30. LIMITED ENGLISH PROFICIENCY: Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, states national origin discrimination includes discrimination based on limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Subrecipient must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Subrecipient shall not charge program participants for the use of an oral or written translator or interpretation services. The Subrecipient shall comply with the City's requirements concerning the provision of interpreter services under this Agreement.

31. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES: The Subrecipient shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

32. COMPLIANCE WITH ALL LAWS: The Subrecipient shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

33. LEGAL AUTHORITY: The Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Subrecipient represents and warrants that he has been fully authorized by the Subrecipient to execute the Agreement on behalf of the Subrecipient and to validly and legally bind the Subrecipient to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Subrecipient or the person signing the Agreement to enter into the Agreement.

34. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

35. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls—except for certain federal and state terms and conditions.

36. INTELLECTUAL PROPERTY RIGHTS: The City and the Subrecipient intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Subrecipient and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Subrecipient shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Subrecipient (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Subrecipient made available, directly or indirectly, by the Subrecipient to the City as part of the Scope of Services (collectively, “Subrecipient Materials”), are the exclusive property of the Subrecipient or the third parties from whom the Subrecipient has secured the rights to use such product. Subrecipient Materials, processes, methods, and services shall at all times remain the property of the Subrecipient; however, the Subrecipient hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Subrecipient Materials. The Subrecipient shall mark or identify all such Subrecipient Materials to the City. The Subrecipient acknowledges that pursuant to law, the federal or state government may reserve ownership or a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted under this Agreement.

37. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Subrecipient’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes

of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

38. ADVERTISING AND PUBLIC DISCLOSURE: The Subrecipient shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Subrecipient's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Subrecipient shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

39. CONFIDENTIAL INFORMATION

39.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

39.2. The Subrecipient shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Subrecipient receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

39.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter

of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

39.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Subrecipient of such request in order to give the Subrecipient the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Subrecipient objects to disclosure of any of its material, the Subrecipient shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Subrecipient agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Subrecipient further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Subrecipient’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

40. PROTECTED INFORMATION AND DATA PROTECTION

40.1. Compliance with Data Protection Laws: The Subrecipient shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Subrecipient’s performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-

DSS), (collectively, “Data Protection Laws”). If the Subrecipient becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Subrecipient shall promptly notify the City.

40.2. Safeguarding Protected Information: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Subrecipient, the Subrecipient shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Subrecipient has been contracted to maintain, store, or process personal information on the City's behalf, the Subrecipient is a “Third-Party Service Provider” as defined by § 24-73-103(1)(i), C.R.S.

40.3. Data Access and Integrity: The Subrecipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Subrecipient's performance hereunder to ensure the security and confidentiality of all data. The Subrecipient shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Subrecipient shall not engage in “data mining” except as specifically and expressly

required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Subrecipient shall have no right, title, or interest in data obtained in connection with the services provided herein.

40.4. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Subrecipient shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Subrecipient's data retention policies. Upon termination of the Agreement, the Subrecipient shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Subrecipient is required by law to retain data, including Protected Information. Upon the City's request, the Subrecipient shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Subrecipient's exclusive custody, the City may request that the Subrecipient preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Subrecipient regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Subrecipient shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Subrecipient shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

40.5. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Subrecipient from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Subrecipient's services under this Agreement. The Subrecipient shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Subrecipient shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Subrecipient shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

40.6. Background Checks: The Subrecipient will ensure that, prior to being granted access to Protected Information, the Subrecipient's agents, employees, subcontractors, volunteers, or

assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

40.7. Subcontractors and Employees: If the Subrecipient engages a subcontractor under this Agreement, the Subrecipient shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Subrecipient shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Subrecipient to breach any of its obligations under this Agreement. Unless the Subrecipient provides its own security protection for the information it discloses to a third party, the Subrecipient shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Subrecipient and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Subrecipient shall provide the City copies of its record retention, data privacy, and information security policies.

40.8. Security Breach: If the Subrecipient becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Subrecipient shall notify the City in the most expedient time and without unreasonable delay. The Subrecipient shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Subrecipient shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Subrecipient shall not be obligated to disclose confidential business information or trade secrets. The Subrecipient shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

40.9. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Subrecipient protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Subrecipient may reasonably decline the City's request to provide additional protections. If such a request requires the Subrecipient to take steps beyond those contained herein, the Subrecipient shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Subrecipient to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Subrecipient shall continue to safeguard all data for so long as the data remains confidential or protected and in the Subrecipient's possession or control.

41. DATA PROTECTION: The Subrecipient shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Subrecipient's performance hereunder. The Subrecipient shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Subrecipient or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

42. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

43. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

44. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

45. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the

Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

46. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Subrecipient shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

47. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Subrecipient consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: HOST-202266078
Contractor Name: NORTHEAST DENVER HOUSING CENTER, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202266078
NORTHEAST DENVER HOUSING CENTER, INC.

By:  _____
10E03FFA477A4E6...

Name: Dominique Acevedo
(please print)

Title: Deputy Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

NORTHEAST DENVER HOUSING CENTER

HOST- 202266078

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2023 – December 31, 2023

Project Description:

The purpose of this agreement is to provide a subaward from the Department of Housing Stability (HOST) in the amount of \$2,175,000.00 The funds will be utilized for the Northeast Denver Housing Center Emergency Rental Assistance Program.

Northeast Denver Housing Center will provide financial assistance and housing stability services for approximately 398 eligible households in congruence with the U.S. Department of Treasury requirements.

Funding Source:	U.S. Department of Treasury Emergency Rental Assistance Funds
Project Name:	Northeast Denver Housing Center Emergency Rental Assistance Program.
Activity Name:	Emergency Rental Assistance
Federal Award ID (FAIN) #:	ERA0068
Federal Award Date:	5/21/2021
Federal Awarding Agency:	U.S. Department of Treasury
Pass-Through Entity:	City and County of Denver
Awarding Official:	U.S. Department of Treasury
Unique Entity ID	YQMFF98X8FN7
CFDA#:	21.023 Emergency Rental Assistance Program
Central Subrecipient Registration Expiration Date:	May 1, 2023
SAM.gov Expiration Date:	May 1, 2023
Subrecipient Address:	1735 Gaylord Street Denver, CO 80206
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. List of Services to be provided by Subrecipient

1. Northeast Denver Housing Center will provide housing stability services and financial assistance to eligible households. Financial assistance may include rent, rental arrears, utilities and home energy costs, and utilities and home energy costs arrears. Northeast Denver Housing Center may also provide “other expenses” “related to housing” even if not incurred due to the COVID-19 outbreak as defined in the program guidelines.
2. All services arising under this contract will be in adherence to the requirements set in the Emergency Rental Assistance (“ERA”) program from the United States Department of the Treasury, pursuant to Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Subrecipient will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office.

IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The Subrecipient will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and contract staff will be reviewing data, and will discuss your program’s progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. FUNDS WILL BE USED FOR

- A. In accordance with the requirements of the Emergency Rental Assistance (“ERA”) program from the United States Department of the Treasury, pursuant to Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117, provide financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, to “eligible households” as defined below. Program guidelines will further detail the policies and procedures in administering these funds and follow the requirements established by the United States Department of the Treasury as outlined below.
- B. Eligibility
1. An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:
 - a. has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
 - b. can demonstrate a risk of experiencing homelessness or housing instability; and
 - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).
 2. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.
 3. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.
 4. Household income is determined as either the household’s total income for calendar year or the household’s monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.
- C. Available Assistance
1. An eligible household cannot receive more than 18 months of assistance under ERA1 and ERA2 combined.
 2. Rental arrears may be paid for so long as they were accrued after March 13, 2020.

D. Application Process

1. An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. While landlord participation is strongly encouraged, if a landlord refuses to participate, ERA2 programs must offer assistance directly to tenants. Additionally, ERA2 programs can offer direct-to-tenant assistance first and immediately – these programs are not required.

DI. Prioritization - On an ongoing basis, Northeast Denver Housing Center. shall identify the next tranche of cases to review using the prioritization method below. In the event of a conflict between this method of prioritization and the method of prioritization in the Program Guidelines, the Program Guidelines prioritization method shall control. Northeast Denver Housing Center. shall prioritize the review of the cases based on the following, when this information is available:

1. Households that received eviction notices and these notices have been provided.
2. Households whose income is at or below 50% Area Median Income (AMI) and adequate documentation has been provided.
3. Households where one or more household members were unemployed for at least 90 days prior to the date of application and adequate documentation has been provided.
4. Other applications as prioritized by the agency's written intake criteria.

VI. OBJECTIVE AND OUTCOMES

- A. **Objective:** Assist eligible households that are unable to pay rent, utilities, and other expenses related to housing.
- B. **Outcomes:** Provide financial assistance and housing stability services to approximately 398 eligible households.

VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information using HOST provided forms.
- B. Subrecipient will submit reports via the online portal provided to the Subrecipient (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.

- C. The portal provides the Subrecipient with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Subrecipient's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Subrecipient to support the online portal.
- E. Subrecipient may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. INDICATORS
 - 1. Treasury has provided instructions reporting guidance as to what information grantees and Subrecipients must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its monthly and quarterly reporting requirements and its ongoing monitoring and oversight responsibilities, Subrecipients should anticipate the need to collect from households and retain records on the following:
 - a. Address of the rental unit;
 - b. For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
 - c. Amount of monthly rent covered by ERA assistance;
 - d. Amount of separately stated utility and home energy costs covered by ERA assistance;
 - e. Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
 - f. Total number of households receiving housing stability services;
 - g. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - h. Household income and number of individuals in the household;
 - i. Gender, race, and ethnicity of the primary applicant for assistance;
 - j. The number of applications received;
 - k. Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs

- l. Total number of recipient households whose income eligibility was determined using fact-based proxy;
- m. The acceptance rate of applicants for assistance; and
 - i. Other data as required and identified by Treasury
 - ii. Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date.

VIII. SUBRECIPIENT RESPONSIBILITIES IN USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS

- A. The Subrecipient shall review, assess and approve or deny (as appropriate) ERA applications submitted, utilizing the Neighborly software system operated by Division of Housing, Department of Local Affairs, State of Colorado (DOH). The Subrecipient shall be responsible for applications for rental assistance that will be submitted to DOH within the City and County of Denver while this Agreement is in effect. This includes reviewing documents for completion and eligibility, approving applications, communicating with applicants and Property Owners, and making payments.
- B. The Subrecipient shall also be responsible for complying with any updated guidance issued by the United States Department of Treasury (USDT).
- C. Subrecipient shall be responsible for meeting all requirements for the use of ERA Funds, including prioritizing payment of applications in the manner required by USDT.
- D. Subrecipient shall review applications submitted to the DOH Neighborly software system, using a process established by DOH and HOST, to review resident data to verify that no duplication of benefits would occur for the applicants or a Household prior to the distribution of assistance.
- E. The Subrecipient shall only use the Neighborly software system in order to process applications within City and County of Denver, excluding all data for applicants from areas outside this jurisdiction.

IX. DATA USES, ACCESS AND PROTECTION FOR USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS

- A. Subrecipient must comply with the requirement in section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 to establish data privacy and security requirements for information they collect
- B. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under Colorado Open Records Act (CORA). Subrecipient s shall keep confidential, all State Records, unless those State Records are publicly available pursuant to the Data Uses, Access, and Protection Policy as presented below.
- C. Definitions
 - 1. “Applicant Information” means any and all data, information and records, accessed by Subrecipient through Neighborly for the purpose of applying for rental or utility assistance.
 - 2. “Applicant” means the head of household who submitted the application through Neighborly.
 - 3. “Subrecipient” is as defined as Subrecipient Legal Name in this contract
 - 4. “DOH” means Division of Housing, Department of Local Affairs, State of Colorado.
 - 5. “ERA II” means 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, and any guidance documents published by the United States Department of the Treasury.
 - 6. “Data Security Breach” means the unauthorized acquisition of unencrypted data that compromises the security, confidentiality or integrity of personal information accessed through neighborly and maintained by Subrecipient.
 - 7. “DOH Data Systems” means Neighborly and any other data base, spreadsheet or other form of information system to which Subrecipient is provided access for the purpose of reviewing Applicant Information.
 - 8. “HOST” means City and County of Denver, Department of Housing Stability
- D. Permitted use of Applicant Information (“Permitted Use”)
 - 1. Applicant Information may only be used for the purpose of providing rental and/or utility assistance under this contract.
 - 2. Subrecipient shall use and access Applicant Information only for the Permitted Use or for review by the Federal Government during an audit or monitoring.
 - 3. Subrecipient may not view, download, make reports with or otherwise access applications in the Neighborly system that are submitted by Applicants that reside outside of the City and County of Denver.

4. Subrecipient may not download, export, take screenshots, or otherwise save Applicant Information outside of the Neighborly system, except for the purpose of billing and reporting required by law.

E. Data Security

1. Subrecipient shall keep Applicant Information confidential. Subrecipient shall take all necessary precautions, including, but not limited to:
 - a. Safeguarding the storage of Applicant Information.
 - b. Restricting which employees are given access to Applicant Information and to DOH Data Systems. Only those employees of Subrecipient who are directly responsible for the Permitted Use shall have access to, or use of, Applicant Information.
 - c. Protecting Applicant Information, DOH Data Systems and Subrecipient's information systems used for storing Applicant Information from unauthorized access, usage, or release.
 - d. Ensuring that all of Subrecipient's employees who will have access to Applicant Information have passed comprehensive criminal background checks, prior to giving them access to Applicant Information.
2. Develop and follow a Records Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

F. Third Party Access

1. Subrecipient shall not give any Third Party access to Applicant Information or to DOH Data Systems without HOST's and DOH's written permission. The acceptance or denial of a request for Third Party access to Applicant Information shall be solely determined at the discretion of DOH.
2. Before allowing any Third Party to access or use any DOH Data Systems or to participate in any activity involving Applicant Information, Subrecipient shall:
 - a. Give HOST and DOH reasonable notice that identifies the Third Party to which Subrecipient plans to grant access and the Provider Information or Provider information systems to which they are to have access.
 - b. Require the Third Party to review and agree to this Data Usage, Access and Privacy Policy.
 - c. Ensure that the Third Party and all of the Third Party's employees and agents that will have access to Applicant Information or to DOH Data Systems pass comprehensive criminal background checks.
 - d. Require that the Third Party provide for the security of Applicant Information as described in this policy.

- e. Require Third Party Record Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

G. Data Security Breach

1. Subrecipient acknowledges that it is solely responsible for any breach of the confidentiality of Applicant Information once that Applicant Information is accessed by Subrecipient its employees, agents, or licensees.
2. If a Data Security Breach has occurred, Subrecipient must report this in writing to HOST and DOH within one business day.
3. If a Data Security Breach has occurred, Subrecipient must conduct a prompt, good faith investigation to determine the likelihood that personal information has or will be misused. If the investigation determines that personal information has been or will be misused, the Subrecipient must provide notice to the affected Applicants within 30 days after the date the Subrecipient determined a breach had occurred. Subrecipient must report to HOST and DOH the findings of its investigations and notifications provided to the affected Applicants.

X. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Subrecipient by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Subrecipient shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Subrecipient shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Cash advances: Subrecipient s wishing for an initial and ongoing cash advances should make a request at time of agreement negotiation. The amount requested for payment of an initial cash advance will include an estimated schedule of costs incurred in the initial 30 days. The Subrecipient must be

able to provide documentation to HOST staff for verification of incurred costs for the previous month's cash advance prior to receiving a future month's cash advance. If a cash advance is received, Subrecipient must provide documentation of how the previously paid month's cash advance was expended prior to submitting an invoice for the next month's cash advance. Requests for payment of a cash advance will include an estimated schedule of costs incurred in the subsequent month. If any portion of a cash advance is unspent from the prior period, the cash advance request must show the amount of unspent funds from the prior period and how it will be used in the estimated schedule of costs for the following month. Subrecipient must provide supporting documentation for all payments. Under no circumstances will an additional reimbursement or advance be considered until the previous advance documentation is received and approved by HOST staff

Interest:

Per Section 200.305(b)(8) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), to paraphrase, if the Subrecipient expects it can earn more than \$500.00 in interest per year on advances, then it must maintain the funds in an interest-bearing account and refund interest amounts that exceed \$500.00 annually. Up to \$500.00 can be retained for administrative purposes; refer to 200.305(b)(9) for details regarding repayment.

Per Section 200.305(b)(1) of the Uniform Guidance, to paraphrase, the Subrecipient should maintain written procedures that address the requirement to minimize the time between the receipt and disbursement of funds.

This is a link to the above regulations: https://www.ecfr.gov/cgi-bin/textidx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200_11&rgn=div8

6. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:

Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions or activities at its discretion as deemed

appropriate by program staff, HOST executive management or its designee.

2. Minor modifications to the services provided by the Subrecipient or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Subrecipient, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Subrecipient, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Subrecipient, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Subrecipient of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Subrecipient understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
1. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Vouchering Requirements

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no

later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:

- a. Amount of the request in total and by line item;
- b. Period of services for current reimbursement;
- c. Budget balance in total and by line item;
- d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).

7. If another person has been authorized by the Subrecipient to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

D. Payroll

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

E. Fringe Benefits

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits are allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Subrecipient and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Subrecipient, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Subrecipient has an approved indirect cost allocation plan.

The approved indirect cost rate must be submitted to and approved by HOST.

5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. Financial Management Systems

The Subrecipient must maintain financial systems that meet the following standards:

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Subrecipient will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Subrecipient shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. The Subrecipient must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State

Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Subrecipient shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

H. Audit Requirements

1. For Federal Agreements subject to OMB Circular a-133, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Subrecipient will be responsible for all Questioned and Disallowed Costs.
5. The Subrecipient may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Subrecipient shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Records Retention

1. The Subrecipient must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon

reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

J. Contract Close-Out

1. All Subrecipients are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Subrecipient by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Subrecipient fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

K. Collection of Amounts Due

1. Any funds paid to a Subrecipient in excess of the amount to which the Subrecipient is determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City, if not paid within a reasonable period after demand HOST may:
 - a. make an administrative offset against other requests for reimbursements;
 - b. withhold advance payments otherwise due to the Subrecipient; or
 - c. other action permitted by law.
2. The Subrecipient shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

XI. Budget

Contract Program Budget Summary

Contractor Name: **Northeast Denver Housing Center** City Contract #: **HOST 202266078**
 Project : **Emergency Rental Assistance Program (ERAP II)**
 Contract Term: From: **1/1/2023** To: **12/31/2023**
 Program/Fiscal Year: **2023**

Budget Category	Agency Total (All Funding Sources for Agency)	Emergency Rental Assistance Program (ERAPII)	Other HOST Funding (If applicable)	Total Costs requested from HOST	ERAP/EMAP Federal Funding	Other Non-Federal Funding	Agency Total		Budget Narrative
	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Housing Stability Services (10% of Total Award)									
Housing Counselor - 3 FTE	\$160,793	\$28,369	\$0	\$28,369	\$78,686	\$53,738	\$160,793	100.00%	Full-time will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Provides housing counseling/support services to clients under the ERAP program to help improve housing stability.
Assistant Counselor - 2 FTE	\$96,642	\$27,519	\$0	\$27,519	\$19,485	\$49,638	\$96,642	100.00%	Full-time will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Provides housing counseling/support services to clients under the ERAP program to help improve housing stability.
Program Assistant	\$50,400	\$6,048	\$0	\$6,048	\$30,240	\$14,112	\$50,400	100.00%	Full-time/ Part-time will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Administers ERA program through activities that may include verification, document assistance, eligibility checks, and administering funds.reviewing and approving applications, /eviction, prevention and eviction diversion programs, mediation between landlords and tenants.
Fringe Benefits	\$72,262	\$10,800	\$0	\$10,800	12,630	48,832	\$72,262	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits
Total Housing Stability Services	\$380,097	\$72,736	\$0	\$72,736	\$141,041	\$166,320	\$380,097	100.00%	
Financial Services	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Financial Assistance	\$9,056,974	\$1,991,557	\$0	\$1,991,557	\$5,400,000	\$1,165,417	\$9,056,974	100.00%	May be program specific-Eligible Costs may include Rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs.
Total Financial Services	\$9,056,974	\$1,991,557	\$0	\$1,991,557	\$5,400,000	\$1,165,417	\$9,056,974	100.00%	
Administrative (15% of total budget)	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Program Director- CERTIFIED/(Full Time)	\$ 93,623.00	\$18,725	\$0	\$18,725	\$48,897	\$26,001	\$93,623	100.00%	Part-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Processing ERAP requests

Budget Category	Agency Total (All Funding Sources for Agency)	Emergency Rental Assistance Program (ERAPII)	Other HOST Funding (If applicable)	Total Costs requested from HOST	ERAP/EMAP Federal Funding	Other Non- Federal Funding	Agency Total		Budget Narrative
Housing Counselor - 3 FTE	\$ 160,793.00	\$22,832	\$0	\$22,832	\$84,223	\$53,738	\$160,793	100.00%	Part-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Processing ERAP requests, program administration
Assistant Counselor - 2 FTE	\$96,642	\$14,660	\$0	\$14,660	\$32,344	\$49,638	\$96,642	100.00%	Part-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability - Assist Denver residents with obtaining information about available housing resources
Program Assistant	\$50,400	\$5,040	\$0	\$5,040	\$31,248	\$14,112	\$50,400	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Accounting	\$139,089	\$28,270	\$0	\$28,270	\$11,126	\$99,693	\$139,089	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Office Expenses, Supplies & Equipment	\$50,000	\$2,256	\$0	\$2,256	\$0	\$47,744	\$50,000	100.00%	Office supplies, envelopes, paper, ink, mailing fees, etc...
Stop Payment Fees & Fraud Check Prevention	\$1,500	\$750	\$0	\$750	\$0	\$750	\$1,500	100.00%	Program related stop payment fees, bank fees, check fees etc...
Fringe	\$ 72,262.00	\$10,900	\$0	\$10,900	\$12,830	\$48,832	\$72,262	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe
Total Administrative Costs	\$664,309	\$103,433	\$0	\$103,433	\$220,668	\$340,508	\$664,309	100.00%	
Total All Components	\$10,101,380	\$2,167,726	\$ -	\$2,167,726	\$5,761,709	\$1,672,245.00	\$10,101,380	100.00%	
Indirect Costs									
Total All Items Eligible for Indirects	380,097	72,736	0	72,736	141,041	166,320	380,097	100.00%	
Indirect Costs	\$38,010	\$7,274	\$0	\$7,274	\$14,104	\$16,632	\$38,010	100.00%	Indirect calculated at 10% of Housing Stability Services
Grand Total	\$10,139,390	\$2,175,000	\$0	\$2,175,000	\$5,775,813	\$1,688,877	\$10,139,390	100.00%	

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company, S.I. if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Northeast Denver Housing Center Inc
 1735 Gaylord St
 Denver, CO 80206

Agent's Name, Address and Phone Number (Agt./Dist.)
 Marvin O Hill
 12015 E 46th Ave Ste 180
 Denver, CO 80239
 (303) 373-4030 (014/304)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory
				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	05-XC8152-34	07/22/2022	07/22/2023	General Aggregate \$ 4,000,000
				Products - Completed Operations Aggregate \$ 4,000,000
				Personal and Advertising Injury \$ 2,000,000
				Each Occurrence \$ 2,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000
				Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Nonowned Autos <input type="checkbox"/>	05-XC8152-34	07/22/2022	07/22/2023	Bodily Injury - Each Person \$,000
				Bodily Injury - Each Accident \$,000
				Property Damage \$,000
				Bodily Injury and Property Damage Combined \$ 4,000,000
Excess Liability <input checked="" type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>	05-XC8152-36	07/22/2022	07/22/2023	Each Occurrence/Aggregate \$ 2,000,000
Other (Miscellaneous Coverages)				
Cyber Insurance	001600831	01/01/2022	01/01/2023	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS				
The City and County of Denver, its elected and appointed officials, employees and volunteers are deemed as additional insured and loss payee with regards to the commercial general liability policy and auto liability policy.				
†The individual or partners <input checked="" type="checkbox"/> Have shown as insured elected to be covered under this policy. <input type="checkbox"/> Have not ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.				
CERTIFICATE HOLDER'S NAME AND ADDRESS			CANCELLATION	
City and county of Denver Department of Housing Stability 201 W Colfax Ave Denver, CO 80202			<input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.	
			<input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.	
DATE ISSUED			AUTHORIZED REPRESENTATIVE	
07/14/2022			Marvin O Hill	

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Exhibit C

Eligible grantee name and address: City and County of Denver 201 W. Colfax Ave, Dept 1010 Denver, Colorado, 80202-5330	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Signature (above)

[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name:

Michael B. Hancock

Authorized Representative Title:

Mayor, City and County of Denver

Date Signed:

May 7, 2021

U.S. Department of the Treasury:



Authorized Representative: Jacob Leibenluft

Title: Counselor to the Secretary

Date: 5/21/2021

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
AWARD TERMS AND CONDITIONS

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.